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**MEMORANDUM OF AGREEMENT**

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This Memorandum of Agreement (the “Agreement”) is entered into by and between the United States of America, through Assistant United States Attorney Adriana Dydell and potential claimant, Ryon Lenell Travis, by and through his attorney, Martin E. Crandall (“Mr. Travis”) (together, Mr. Travis and the United States shall be referred to as “Parties”) regarding the following property:

- a. One (1) Mossberg Maverick Model 88 Shotgun, 12-gauge, Serial No. mv56465h;
- b. One (1) Romarm Cugiar WASR 10 Rifle, 7.62mm, Serial No. ac 217083;
- c. One (1) Sears Model 200 Shotgun, 12-gauge, Serial No. 2732251;
- d. One (1) Deutsche Werke Pistol, No serial number;
- e. One (1) Titanic 32 Revolver Long, .32 Caliber, No Serial Number;
- f. One (1) Romania 7.62mm rifle magazine; and
- g. Four (4) rounds of 7.62 ammunition

(collectively, the “Defendant Property”).

The Parties acknowledge that law enforcement officers seized the Defendant Property from Mr. Travis in or about March 2016.

The Parties acknowledge that Homeland Security Investigations through U.S. Customs and Border Protection, Fines Penalties & Forfeiture division

(“CBP”) requested that the United States pursue criminal forfeiture of the Defendant Property.

The Parties acknowledge that on or about March 31, 2016, the United States charged Mr. Travis with violations of 18 U.S.C. § 2251(a); 18 U.S.C. § 2252A(a)(1); 18 U.S.C. § 2252A(a)(5)(B); and 18 U.S.C. § 1591(a)(1). (EDMI Case No. 2:16-cr-20227) (the “Criminal Action”). The Parties acknowledge that the Defendant Property was included in the Criminal Action through a Forfeiture Bill of Particulars.

The Parties acknowledge that the jury trial in the Criminal Action is scheduled to begin on or about July 19, 2022. Defendant acknowledges that if he is found guilty of violating 18 U.S.C. § 1591(a)(1), the United States will seek to forfeit the Defendant Property in the Criminal Action under 18 U.S.C. § 1594(d)(1).

The Parties are aware of their respective rights and wish to resolve forfeiture of the Defendant Property outside of the Criminal Action. The Parties desire to memorialize their agreement regarding forfeiture as follows:

1. Mr. Travis acknowledges that CBP is required to send him notice of forfeiture and provide him an opportunity to claim the Defendant Property in a non-judicial civil forfeiture matter. Mr. Travis agrees to knowingly and voluntarily

waive his right to timely notice from CBP and waives his right to the return of the property based on any failure to send such notice.

2. As part of this agreement, Mr. Travis waives subsequent notice regarding forfeiture, knowingly and voluntarily waives his right to claim the Defendant Property, and agrees not to claim or contest forfeiture of the Defendant Property in any subsequent forfeiture proceeding.

3. Mr. Travis agrees to forfeit any and all right, title and interest he may possess in the Defendant Property through CBP's administrative forfeiture process. Mr. Travis acknowledges that his agreement to forfeit his interest in the Defendant Property includes an agreement to waive any right he may possess by virtue of *Henderson v. United States*, 135 S.Ct. 1780 (2015) and that his agreement to forfeit his interest in the Defendant Property extends to any and all right, title and interest that his successors and assigns may possess in the Defendant Property.

4. If for any reason, the Defendant Property cannot be administratively forfeited, Mr. Travis agrees to stipulate to judicial forfeiture of the Defendant Property.

5. Mr. Travis voluntarily waives all constitutional, legal and equitable claims arising out of and/or defenses to the forfeiture of the Defendant Property in any judicial or non-judicial proceeding, including any claim of innocent ownership

and any claim or defense under the Eighth Amendment, including any claim of excessive fine.

6. Mr. Travis agrees not to contest or assist anyone else in contesting the forfeiture of the Defendant Property on any ground. Mr. Travis further agrees not to petition or assist anyone else in petitioning for the remission or mitigation of the forfeiture.

7. Mr. Travis agrees to unconditionally release and hold harmless the United States, and its agencies, agents, officers and employees, past and present, and all other persons, who participated in or assisted in any aspect of this forfeiture matter (the “Released Parties”), from any and all actions, claims, causes of action, damages, and/or demands in law or equity, which Mr. Travis, and/or his assigns, agents, heirs, or successors in interest has or may have against the Released Parties, for, or on account of, the incidents or circumstances giving rise to any aspect of the seizure or forfeiture of the Defendant Property.

8. By signing this Agreement, Mr. Travis declares that he has read and discussed the terms of this Agreement with his attorney. Mr. Travis further declares that he is aware of his rights regarding forfeiture, and fully understands the terms, conditions and consequences of entering into this Agreement.

9. This Agreement encompasses the full agreement of the Parties regarding the Defendant Property.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

By their signatures below, the Parties agree to all of the terms and conditions stated herein.

Agreed as to form and substance:

DAWN N. ISON

United States Attorney

*Adriana Dydell for Dydell*

ADRIANA DYDELL

Assistant United States Attorney

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Dated: *7/22/22*

*Martin E. Crandall*

MARTIN E. CRANDALL

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Dated: *7-22-22*

*By: trustee upon Travis*

RYON LENELL TRAVIS

Defendant

Dated: *7-22-22*